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CLERK US DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA

BY  DEPUTY

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**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA**

MARK SHNEOUR and LORI FINCHER,

Plaintiffs,

vs.

WELLS FARGO HOME MORTGAGE,
COMMUNITY FIRST BANK CO.,
FIDELITY NATIONAL TITLE
INSURANCE CO., FIRST AMERICAN
LOANSTAR TRUSTEE SERVICES, LLC,
U.S. BANK NATIONAL ASSOCIATION
and DOES 1 to 20,

Defendants.

CASE NO. **10 CV 0739**

DMS JMA

COMPLAINT

- 1) VIOLATIONS OF TILA
- 2) VIOLATIONS OF RESPA
- 3) VIOLATIONS OF HOEPA
- 4) VIOLATION OF CA BUS & PROF CODE §17200
- 5) VIOLATION OF CA CIV CODE §2924(B)
- 6) FRAUDULENT MISREPRESENTATION
- 7) BREACH OF FIDUCIARY DUTY

REQUEST FOR JURY TRIAL

COMES NOW PLAINTIFFS, MARK SHNEOUR and LORI FINCHER, husband and wife, as individuals, whom allege damages and seek equitable relief against the Defendants, and each of them, as follows:

PARTIES AND JURISDICTION

1. Jurisdiction is conferred upon the court pursuant to Title 28, § 1331 as there is a federal question and the lawsuit is based on various federal statutes. Plaintiffs rely on federal statutes 15 U.S.C.A. § 1691 et seq., 15 U.S.C.A. § 11601 et seq., 12 U.S.C.A. § 2601 et seq., and 15 U.S.C.A. §

1 1681, et seq. on which to base their claims. Venue is conferred as the property is located and all
2 transactions took place and all parties reside within San Diego County, California, which is within the
3 boundary of the United States District Court the Southern District of California.

4 **PRELIMINARY ALLEGATIONS**

5 2. Plaintiff MARK SHNEOUR, (hereinafter "SHNEOUR") is, and at all times mentioned
6 in this complaint was the owner of a single family residence in San Diego County whose address is
7 6321 Encanto Dr., Carlsbad, CA 92009.

8
9 3. Plaintiff LORI FINCHER, (hereinafter "SHNEOUR") is, and at all times mentioned in
10 this complaint was the owner of a single family residence in San Diego County whose address is 6321
11 Encanto Dr., Carlsbad, CA 92009.

12 4. At all times relevant herein, Plaintiff is informed and believes that Defendants, WELLS
13 FARGO HOME MORTGAGE, (hereinafter "WELLS FARGO"), COMMUNITY FIRST
14 MORTGAGE CO., (hereinafter "COMMUNITY"), FIDELITY NATIONAL TITLE INSURANCE
15 CO., (hereinafter "FIDELITY"), FIRST AMERICAN LOANSTAR TRUSTEE SERVICES, LLC,
16 (hereinafter "FIRST AMERICAN") and U.S. BANK NATIONAL ASSOCIATION, (hereinafter "U.S.
17 BANK") are corporations, limited liability companies, or other forms of business entities doing
18 business in San Diego County, California and/or the Trustee of that certain Deed of Trust listing
19 Plaintiffs as Borrowers, which is the subject of this Complaint.

20 5. At all times relevant herein, Plaintiffs are informed and believes and thereon alleges
21 that, DOES 1 through 20, inclusive, true names, identities and capacities, whether individual,
22 corporation, association, partnership or otherwise are at this time unknown to Plaintiff who therefore
23 sues said Defendants by such fictitious names and will so amend the complaint to show the true names
24 and capacities of such Doe Defendant(s) when the same are ascertained.

25 6. At all times relevant herein, Defendants are sued and were acting as principal, employer
26 and/or the agent, servant and employee of said principal(s) or employer(s), and all of the acts
27 performed by them, or their agents, servants and employees, were performed with the knowledge and
28

1 under the control of said principal(s) or employer(s) and all such acts performed by such agents,
2 servants and/or employers, were performed within the course and scope of their authority.

3 INTRODUCTION

4 7. This is a complaint for damages and a declaratory judgment. The plaintiffs, who are
5 husband and wife, bring this complaint because the defendants foreclosed on the plaintiffs' real
6 property in violation of federal and state law. The foreclosure was illegal first because in the course of
7 the defendants dealings with the plaintiffs, the defendants violated the plaintiff's rights under 24
8 C.F.R. § 3500 (Real Estate Settlement Procedures Act (RESPA)) and 12 C.F.R. § 226 (Truth in
9 Lending Act (TILA)). The purpose of both of these Acts is to create an atmosphere of transparency
10 and openness in the lending process and to promote "informed use of credit." The defendants' action
11 and inaction was fraudulent and dishonest - inconsistent with the mandate and spirit of these Acts.

12 8. The defendants also could not legally foreclose on the plaintiff's property because the
13 defendants violated the plaintiff's rights under Home Ownership and Equity Protection Act (HOEPA).
14 Under business days prior to the closing of the loan. There is no evidence that the defendants sent this
15 HOEPA, the lender must have a special disclosure notice delivered to the consumer at least three
16 disclosure or that the plaintiff received it. If the defendants cannot provide conclusive evidence to the
17 contrary then the defendants cannot legally foreclose on the plaintiffs' property.

18 9. The defendants cannot legally foreclose on the plaintiffs' property because the
19 defendants have violated the plaintiffs' rights under the California Business and Professional Code
20 (hereinafter "CBPC"). Under the CBPC, a fiduciary act in the best interests of the principal. The
21 defendants were in a fiduciary relationship with the plaintiff and failed to do so. Additionally, the
22 defendants engaged in predatory lending in violation of the code.

23 10. The defendants cannot hold legal title as the result of a trustee sale that was conducted
24 in violation of California Civil Code §2924(b). Under the §2924(b), the notice of default must be sent
25 by registered or certified mail within 10 business days of actual recordation to any persons who have
26 recorded requests for notice and to the trustor at its last known physical, as opposed to electronic
27 address.
28

11. Finally, the defendants cannot legally foreclose on the plaintiffs' real property because the underlying mortgage contract was tainted by fraud and is thus voidable. The defendants obtained the plaintiffs' assent through fraudulent misrepresentation as to the parties' rights. The contract should be voided and the defendant does not have the legal right to foreclose on the plaintiff's property.

CLAIMS FOR RELIEF

FIRST CLAIM FOR RELIEF (VIOLATION OF TRUTH IN LENDING ACT)

12. The defendants violated Truth in Lending Act, (hereinafter "TILA") by failing to provide the plaintiffs with accurate material disclosures required under TILA and therefore cannot legally foreclose on the plaintiffs' property. 12 C.F.R. § 226.17(a) states that the servicer shall "conspicuously" make known to the borrower all aspects of the "legal relationship between the parties." WELLS FARGO's actions and inaction in this matter did not meet this standard.

13. On November 22, 2005, agents of COMMUNITY brokered a loan agreement between WELLS FARGO and the plaintiffs, mortgage #0148723976. WELLS FARGO and COMMUNITY representatives led the plaintiffs to believe that by signing that loan agreement, plaintiffs were borrowing money from WELLS FARGO and that in return, WELLS FARGO would take a security interest in the borrower's property. In fact, the borrower signed an agreement under which WELLS FARGO could (and did in fact) allow third parties to obtain liens, security interests and/or complete control over the plaintiffs' property. The defendants did this in order to structure a mortgage contract under which the defendants would receive a windfall at the plaintiffs' expense. These actions were deceptive, fraudulent and self-serving; they were not consistent with TILA's mandate that the lender clarify the nature of legal relationship between the parties. Since the defendants violated TILA in their dealings with the plaintiffs, the plaintiff have the right to rescind the loan and defendants cannot legally foreclose on the plaintiff's property.

SECOND CLAIM FOR RELIEF
(VIOLATION OF REAL ESTATE SETTLEMENT PROCEDURES ACT)

14. The defendants violated Real Estate Settlement Procedures Act (hereinafter "RESPA") and therefore cannot legally foreclose on the plaintiffs' property. There is no evidence to confirm that the borrower received all of the disclosures mandated by the RESPA. The defendants did not disclose all business arrangements affiliated with the servicing of the loan in violation of 24 C.F.R. § 3500.15; the defendants did not provide HUD-1 at the closing in violation of 24 C.F.R. § 3500.8(b); the defendants did not provide the transfer servicing disclosure at or prior to closing in violation of 24 C.F.R. § 3500.21. Unless the defendants can produce this information, the defendants have violated RESPA and therefore, defendants, cannot legally foreclose on the plaintiffs' property.

15. Moreover, the Plaintiffs have reason to believe that the defendants' financial arrangements between each other also violated RESPA. Housing and Urban Development's (HUD's) 1999 Statement of Policy established a two-part test for determining the legality of lender payments to mortgage brokers for intermediary transactions under RESPA:

(1) Whether goods or facilities were actually furnished or services were actually performed for the compensation paid and;

(2) Whether the payments are reasonably related to the value of the goods or facilities that were actually furnished or services that were actually performed.

In applying this test, HUD believes that total compensation should be scrutinized to assure that it is reasonably related to the goods, facilities, or services furnished or performed to determine whether it is legal under RESPA. And perhaps most importantly, the spirit of disclosure explicitly stated in RESPA compels lender and broker to disclose to the purchaser the nature of the financial arrangement between them.

16. The defendants failed to live up to this basic standard. The interest and income that defendants have gained in this mortgage transaction is disproportionate to the financial loss the plaintiffs have suffered as a direct result of the defendants' failure to make material disclosures. The defendants' actions violated RESPA because the payments between the defendants were misleading and designed to create a windfall. These actions were deceptive, fraudulent and self-serving and in direct violation of the spirit and mandate of RESPA.

THIRD CLAIM FOR RELIEF
(VIOLATION OF HOME OWNERSHIP AND EQUITY PROTECTION ACT)

17. WELLS FARGO cannot legally foreclose on the plaintiff's property because the defendants failed to comply with Home Ownership and Equity Protection Act (hereinafter "HOEPA"). Under HOEPA, a special disclosure notice must be delivered to the consumer at least three business days prior to the closing of the loan. 15 U.S.C. § 1639(b); 12 C.F.R. 226.31(c). The notice must inform the consumer that the homeowner is not bound to enter into the loan, and that if the homeowner does enter the loan, the homeowner could lose his home and any money he has invested in the home.

18. Here, there is no evidence demonstrating that the defendants sent a HOEPA notice to the plaintiff or that the plaintiff received it. Unless the defendants can provide conclusive proof that the defendants sent plaintiff a HOEPA notice and that the plaintiff received it, then the defendants have violated HOEPA and cannot legally foreclose on the plaintiff's property.

FOURTH CLAIM FOR RELIEF
(VIOLATION OF CALIFORNIA BUSINESS AND PROFESSIONAL CODE §1700 et seq)

19. The defendants violated California Business and Professional Code. The Office of Comptroller of the Currency defines Predatory Lending as any lien secured by real estate, which shares well-known common characteristics that result in unfair and deceptive business practices. Among

1 these characteristics are unfair, deceptive, or fraudulent practices in the transaction.

2 20. Here, the lender failed to clarify the nature of legal and business relationship between
3 the parties to the extent that the agreement allowed the lender to sell its interest in the borrower's
4 property to a third party. These deceptive practices can hardly be said to be consistent with California
5 law's mandate that all parties to a business transaction deal fairly with each other and in good faith.
6 These violations will subject the lender to damages, attorney's fees, costs of suit, and other legal and
7 equitable relief.
8

9 **FIFTH CLAIM FOR RELIEF**
10 **(VIOLATION OF CA CIVIL CODE §2924(b))**

11 21. Defendants wrongfully foreclosed on the plaintiff in violation of CA Civil Code
12 §2924(b). A copy of the Notice of Default, "must be sent by registered or certified mail within 10
13 business days of actual recordation to any persons who have recorded requests for notice and to the
14 trustor at its last known physical, as opposed to electronic address." The defendants were never served
15 with any copy notice via registered or certified mail.
16

17 **SIXTH CLAIM FOR RELIEF**
18 **(FRAUDULENT MISREPRESENTATION)**

19 22. WELLS FARGO cannot legally foreclose on plaintiff's property because WELLS
20 FARGO induced the plaintiff's assent to underlying mortgage through fraudulent misrepresentation.
21 Under California law, "a person who has been induced by fraudulent misrepresentations to enter into a
22 contract or to make a conveyance may have the contract or conveyance set aside and secure a
23 restitution of those benefits lost to him by the transaction." *Seeger v. Odell*, 18 Cal.2d 409 (1941). A
24 plaintiff's assent to a contract was fraudulently induced under California law where first, the fraud or
25 misrepresentation was made with the knowledge that it was or may have been untrue; second, the fraud
26
27
28

1 or misrepresentation was made with the intention of inducing the plaintiff to assent to the contract; and
2 third, the recipient was justified in relying on the misrepresentation. *Id.*

3 23. Each of these elements are met in this case. First, the defendants represented to the
4 plaintiff that the plaintiff was entering into a mortgage contract with WELLS FARGO. In fact,
5 WELLS FARGO sold their interest in the loan to third parties without notifying the plaintiff. This
6 dishonesty fits squarely into the definition of fraud and misrepresentation contemplated in *Seeger v.*
7 *Odell.*

8
9 24. Second, the defendants defrauded the plaintiffs with the intent of inducing the
10 plaintiff to sign the illegal mortgage contract. The plaintiffs assumed, as any reasonable person would,
11 that by signing the mortgage agreement, he was in fact borrowing money from WELLS FARGO. Had
12 the plaintiffs been made aware that by signing the mortgage contract, he was not actually borrowing
13 from the companies indicated in the contract, or that WELLS FARGO could and would sell its interest
14 to a third party, he certainly would not have signed the contract. The defendants withheld this
15 information with the specific intent of inducing the plaintiff to sign the illegal mortgage agreement.
16

17 25. Lastly, the plaintiffs are not a sophisticated credit consumer. The plaintiffs'
18 reliance on WELLS FARGO's representations were reasonable. The plaintiffs had every right to
19 assume that WELLS FARGO's representations were fair and accurate. Since each of the elements are
20 met, the plaintiff's assent the mortgage with WELLS FARGO was fraudulently induced and therefore
21 voidable at plaintiff's option.
22

23
24 **SEVENTH CLAIM FOR RELIEF**
25 **(BREACH OF FIDUCIARY DUTY)**

26 26. In a mortgage transaction, both lender and broker owe the borrower a fiduciary duty.
27 This duty requires both lender and broker to deal with the consumer in good faith. This means, at very
28

1 least, that the broker and the lender must disclose all the terms and conditions of the loan to the
 2 borrower. The broker and lender must also perform their own due diligence to determine if the
 3 borrower is being placed in a loan that is suitable given the borrower's financial situation. If either the
 4 broker or the lender knows or should know that the borrower is likely to default on the loan, they have a
 5 duty to not place the borrower in that loan.

6
 7 27. Here, the lender and broker were in a fiduciary relationship with the borrower. The
 8 lender and broker knew, or should have known, that the borrower would likely default on the loan yet
 9 issued the loan anyway. The lender and the broker breached their fiduciary duty when they knowingly
 10 placed the borrower into a loan without regard to the borrower's ability to repay the loan. These
 11 violations will subject the lender to damages, attorney's fees, costs of suit, and other legal and equitable
 12 relief.
 13

14 28. Plaintiff is informed and believe, and thereon allege, that as a result of the conduct of
 15 defendants, Plaintiff is entitled to rescind the loan transaction, recover certain amounts already paid,
 16 including interest, finance charges and closing costs, offset these damages against amounts owing on
 17 the loan, and collect statutory damages and attorney fees.
 18

19 REQUEST FOR JURY TRIAL

20 Plaintiffs request a trial by jury of all issues triable as a matter of right by a jury.
 21

22 **WHEREFORE**, Plaintiffs pray for judgment as follows:
 23

24 A) As to First Cause Of Action – TILA;

- 25 1. For compensatory damages in an amount to be proven at trial;
- 26 2. For costs;
- 27 3. For any other such relief the Court deems just and proper.

28 B) As to Second Cause Of Action – RESPA;

1. For compensatory damages in an amount to be proven at trial;

2. For costs;

3. For any other such relief the Court deems just and proper.

C) As to Third Cause Of Action – HOEPA:

1. For compensatory damages in an amount to be proven at trial;

2. For costs;

3. For any other such relief the Court deems just and proper.

D) As to Fourth Cause Of Action – CA Business and Professional Code:

1. For compensatory damages in an amount to be proven at trial;

2. For costs;

3. For any other such relief the Court deems just and proper.

E) As To Fifth Cause Of Action – CA Civil Code

1. For compensatory damages in an amount to be proven at trial;

2. For costs;

3. For any other such relief the Court deems just and proper.

F) As to Sixth Cause Of Action – Fraudulent Misrepresentation;

1. For compensatory damages in an amount to be proven at trial;

2. For reformation of the contract;

3. For costs;

4. For prejudgment interest;

5. Punitive damages; and

6. For any other such relief the Court deems just and proper.

G) As To Seventh Cause Of Action – Breach of Fiduciary Duty:

1. For compensatory damages in an amount to be proven at trial;

2. For costs;

3. For any other such relief the Court deems just and proper.

H) As To All Causes Of Action:

1. For interest on the sum of damages calculated from the date of wrongful conduct;

2. For costs of suit; and

3. For such other and further relief, in law or in equity, as this Court deems just and proper.

Respectfully submitted,

Dated: April 8, 2010

David J. Ruyle, Jr., Esq.

By:


DAVID J. RUYLE, JR., ESQ.
Attorney for Plaintiffs

JS 44 (Rev. 12/07)

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

I. (a) PLAINTIFFS

MARK SHNEOUR AND LORI FINCHER

(b) County of Residence of First Listed Plaintiff San Diego
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorney's (Firm Name, Address, and Telephone Number)

David J. Ruyle, Jr., Esq., 8880 Rio San Diego Dr., Suite 1000
San Diego, CA 92108

DEFENDANTS

WELLS FARGO HOME MORTGAGE

County of Residence of First Listed Defendant San Diego
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE LAND INVOLVED.

Attorney's (Firm Name, Address, and Telephone Number)

10 CV 0739

BY

DMS JMA

808 DEPUTY

II. BASIS OF JURISDICTION

(Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff
☐ 2 U.S. Government Defendant
☒ 3 Federal Question (U.S. Government Not a Party)
☐ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES

(For Diversity Cases Only)

(Place an "X" in One Box for Plaintiff and One Box for Defendant)

- | | | | | | |
|---|--------------------------------|--------------------------------|---|--------------------------------|--------------------------------|
| Citizen of This State | PTF <input type="checkbox"/> 1 | DEF <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State | PTF <input type="checkbox"/> 4 | DEF <input type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. NATURE OF SUIT

(Place an "X" in One Box Only)

CONTRACT	TORTS		FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury	PERSONAL INJURY <input type="checkbox"/> 362 Personal Injury - Med. Malpractice <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs. <input type="checkbox"/> 660 Occupational Safety/Health <input type="checkbox"/> 690 Other	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark	<input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input checked="" type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 440 Other Civil Rights	PRISONER PETITIONS <input type="checkbox"/> 510 Motions to Vacate Sentence Habeas Corpus: <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition	LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 463 Habeas Corpus - Alien Detainee <input type="checkbox"/> 465 Other Immigration Actions	SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	

V. ORIGIN

(Place an "X" in One Box Only)

- ☒ 1 Original Proceeding
☐ 2 Removed from State Court
☐ 3 Remanded from Appellate Court
☐ 4 Reinstated or Reopened
☐ 5 Transferred from another district (specify)
☐ 6 Multidistrict Litigation
☐ 7 Appeal to District Judge from Magistrate Judgment

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing. (Do not cite jurisdictional statutes unless diversity):
15 USC 1694g 28 USC 1331 MEB
 Brief description of cause:

VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23
 DEMAND \$ 900,000.00

CHECK YES only if demanded in complaint:

JURY DEMAND: ☒ Yes ☐ No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE

DOCKET NUMBER

DATE

SIGNATURE OF ATTORNEY OF RECORD

FOR OFFICE USE ONLY

RECEIPT #

AMOUNT

APPLYING IFP

JUDGE

MAG. JUDGE

4/8/2010

FOR OFFICE USE ONLY

RECEIPT #

AMOUNT

APPLYING IFP

JUDGE

MAG. JUDGE

4/8/2010

FOR OFFICE USE ONLY

RECEIPT #

AMOUNT

APPLYING IFP

JUDGE

MAG. JUDGE

Court Name: USDC California Southern
Division: 3
Receipt Number: CAS012048
Cashier ID: mbain
Transaction Date: 04/08/2010
Payer Name: RUYLE AND RUYLE

CIVIL FILING FEE

For: SHNEOUR V WELLS FARGO
Case/Party: D-CAS-3-10-CV-000739-001
Amount: \$350.00

CHECK

Check/Money Order Num: 1496
Amt Tendered: \$350.00

Total Due: \$350.00
Total Tendered: \$350.00
Change Amt: \$0.00

There will be a fee of \$45.00
charged for any returned check.